

A. G. Contract No. KR94 0696TRN  
ECS File: JPA 94-75  
Project: MA-031-1(40)/H2008 01C  
Section: SR-77 @ Saddlebrooke Rd.  
Traffic Signal

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into 15 July, 1994,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and  
PINAL COUNTY, ARIZONA, acting by and through its BOARD OF  
SUPERVISORS (the "County").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the County.

3. The State and the County desire to design, construct,  
operate and maintain a new traffic signal light warranted on  
SR-77 at the intersection of Saddlebrooke Road in the County,  
at an estimated construction cost of \$80,000.00, hereinafter  
referred to as the Project, for the safety and benefit of the  
motoring public.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>18718</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/15/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky Greenwood</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate County review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. When the Project is complete and functional invoice the County for thirty three percent (33%) of the reasonable direct actual cost of design, construction and construction engineering of the Project.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance.

### 2. The County will:

a. Review the design documents and provide comments.

b. Be responsible for any contractor claims for extra compensation attributable to the County.

c. Upon receipt and approval of an invoice, reimburse the State for thirty three percent (33%) of the cost of the Project.

d. Upon completion and acceptance by the State, provide electrical energy for the traffic signal.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual unless assumed by another governmental agency, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Pinal County  
County Manager  
Box 727  
Florence, AZ 85232

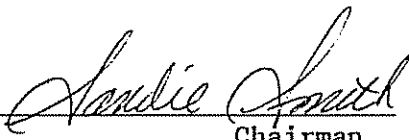
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**PINAL COUNTY, ARIZONA**

**STATE OF ARIZONA**

Department of Transportation

By   
Chairman  
Board of Supervisors

By   
CHARLES K. EATON  
State Traffic Engineer

ATTEST

By 

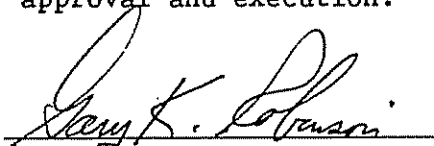
Deputy Clerk of the Board

347  
8apr

RESOLUTION

BE IT RESOLVED on this 8th day of April 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pinal County for the purpose of defining responsibilities for the design and construction of a warranted traffic signal on SR-77 at the intersection of Saddlebrooke Road in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

  
for LARRY S. BONINE  
Director

# PINAL COUNTY BOARD OF SUPERVISORS

LIONEL D. RUIZ, District 1  
Mammoth

SANDIE SMITH, District 2  
Apache Junction

JIMMIE B. KERR, District 3  
Casa Grande



STANLEY D. GRIFFIS, Ph.D.  
County Manager

## CERTIFICATION

June 21, 1994

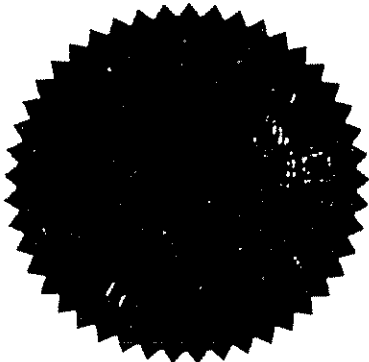
I, Stanley D. Griffis, Clerk of the Board of Supervisors of Pinal County, do hereby certify that I have compared the foregoing copy of

Board of Supervisors Minutes of June 2, 1994 - Pages 8 & 9.

with the original records of the same in this office, and that the same are correct transcripts therefrom, and the whole of said original records.

Witness my hand and seal of the Board of Supervisors this 21st day of June, 1994.

Stanley D. Griffis, Clerk  
Pinal County Board of Supervisors



*Sheri Cluff*  
by: Sheri Cluff, Deputy Clerk

- Hearing/Cooling Units for Facilities;
2. Req. #213817 for \$7,500.00, Vendor to be determined for Recreational Equipment for Juvenile Probation;
3. Req. #216159 for \$1,822.53 to Coolidge Glass Co. for Complete Door Enclosure for Facilities;
4. Req. #216160 for \$9,961.00 to R&S Fence Co. for Fencing Construction for Juvenile Detention;
5. Req. #216187 for \$4,630.00 to ATCO for Rental of Portable Office for Voter Reg.;
6. Req. #222031 for \$1,510.58 to Foxworth Gal. for Misc Bldg. Materials for Facilities;
7. Req. #222605 for \$1,620.00, to be determined for Numbers/Rural Addressing for Planning & Development;

Motion was made by Supervisor Ruiz and seconded by Supervisor Kerr to approve the Call for Bids/Proposals; Awarding of Bids; State Contract Purchases; Waive Call for Bids. Vote unanimous;

Report on Highway Department status. No report.

Mr. Griffis advised the Board that Brad Gair was out of town and said if there were no questions regarding highway matters, he would ask the Board to delay this until next meeting.

Discussion/approval/disapproval of Intergovernmental Agreement No. JPA 94-75 between Pinal County and Arizona Department of Transportation (ADOT) for installation and maintenance of traffic signal at State Route 77 and Saddlebrooke Blvd.

Mr. Griffis advised the Board ADOT will do the installation of the traffic signal, at a total cost of \$80,000 or less. Mr. Griffis said that the State will pay for two-thirds of the cost of this installation and that Pinal County will be responsible for the payment of the last one-third of such cost, which SaddleBrooke Development Company will be responsible for one-half of Pinal County's, cost for a total amount not to exceed \$13,500.

Mr. Griffis said he strongly recommends the traffic signal.

Mr. Griffis read into the record a letter from Don Oilstone, President of SaddleBrooke Property Owner's Alliance.

On behalf of the 2,000 residents of SaddleBrooke Country Club, we wish to publicly thank you for your support in implementing the installation of a traffic light at the intersection of State Route 77 (Oracle Road) and SaddleBrooke Boulevard.

We particularly wish to acknowledge the efforts of Supervisor Lionel Ruiz for his personal involvement. The success of

this project was achieved with his intervention and interest.

Sincerely

Motion was made by Supervisor Ruiz and seconded by Supervisor Kerr to approve the Intergovernmental Agreement No. JPA 94-75 between Pinal County and Arizona Department of Transportation (ADOT) for installation and maintenance of traffic signal at State Route 77 and Saddlebrooke Blvd. Vote unanimous;

#### Supervisors' Report "Information Only"

Supervisor Kerr reported that Friday he attended an open house for a business in Casa Grande; he attended a funeral for a friend that day; Tuesday he met with Dan Bartos (unannounced) in the Casa Grande office; attended a meeting with the City of Casa Grande Manager and Director of Planning and Development; Wednesday spoke to the Cancer Society for a fund raiser; attended a District III TAC Meeting.

Supervisor Ruiz reported that Friday he was on vacation; Monday was a holiday; and spent the rest of the week at ASARCO.

Chairman Smith reported that she, attended, Tuesday the Retirement Ceremony for Don Mauldin of the Sheriff's Department, and reported on his recovery status.

#### CONSENT ITEMS:

Motion was made by Supervisor Kerr and seconded by Supervisor Ruiz to approve the following consent items: Minutes of May 19, 1994; Current Billings before the Board; Assessor's request to cancel and/or correct assessments: 90-0020704-90-0020706, 92-0020703, 93-002-702; Appointment of Ray P. Montijo as Justice of the Peace Pro Tempore, Precinct No. 3, Pinal County, Arizona. Vote unanimous;

Discussion/approval/disapproval of Appointments to Boards, Commissions, Departmental Appointments. There were no appointments.

Discussion/approval/disapproval of County Policies; There were no county policies.

#### County Manager's Report "Information Only"

County Manager, Stanley Griffis, reported that he attended one of the best seminars in Denver, and also had the opportunity to meet with the El Paso County Commissioner's.

**JPA 94-75**

**APPROVAL OF THE PINAL COUNTY ATTORNEY**

I have reviewed the above-referenced proposed intergovernmental agreement, between the State of Arizona, acting through the Department of Transportation and Pinal County, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

**DATED** this 25<sup>th</sup> day of May, 1994.

**GILBERTO V. FIGUEROA  
PINAL COUNTY ATTORNEY**

*Patricia A. Grieb*  
Deputy County Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

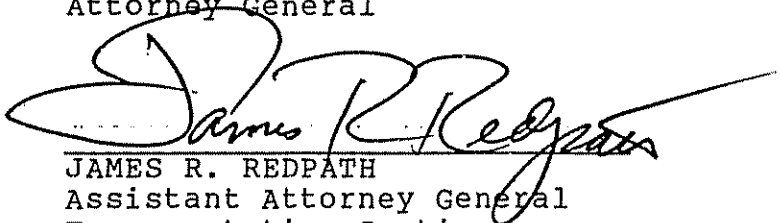
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-0696-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of July, 1994.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ggt  
8478G/109